

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF UTAH, IN AND FOR THE COUNTY OF RICH

-----oOo-----  
In the matter of the General  
Determination of the Rights to the  
use of water of the Bear River  
and its Tributaries, Both : STIPULATION  
Surface and Underground, and to  
use of all waters of the :  
Drainage of Said Streams in  
Rich County, State of Utah. :

-----oOo-----  
The following are the proceedings in part had in the above  
entitled Court and cause on Wednesday, the 12th day of March, 1952,  
before the Honorable Lewis Jones, District Judge, presiding without  
a jury; Edward W. Clyde, Esq. appearing as counsel for Joseph R.  
Weston; and Paul Thatcher, Esq. appearing as counsel for Harold  
Johnson, Ole Mattson Estate, Stanley Mattson, and the Elsworth  
Johnson estate:

MR. CLYDE: This stipulation is being entered into by Joseph R.  
Weston, through his attorney Edward W. Clyde; Harold Johnson, Ole  
Mattson Estate, Stanley Mattson, and the Elsworth Johnson Estate  
through their attorney of record, Paul Thatcher and the parties  
stipulate as follows:

1. That the stipulation signed by the above parties with the  
exception of Harold Johnson can be introduced without objection to  
further clarify this stipulation. It is the stipulation which is  
attached to the claims of these various individuals which was filed  
in the office of the State Engineer.

2. That this stipulation shall supercede the stipulation  
mentioned in paragraph one hereof.

(a) Harold Johnson shall take said high water to whatever  
extent is ultimately awarded by the Court to these parties in the  
original Tufts Creek ditch on May fourth of each year at the hour of  
midnight, and hold the same for a period of forty hours.

(b) That the Elsworth Johnson estate shall then take said  
water and hold the same for forty hours.

(c) That thereafter Stanley Mattson shall take the water for  
thirty-two hours.

(d) That thereafter the Ole Mattson estate shall take said  
water for eight hours.

(e) That thereafter Joseph R. Weston shall take the water  
for 216 hours, which will complete the fourteen day rotation period;

(f) If the water is placed on time on May 19th as provided  
for in a stipulation signed and presented this same day by the above  
named parties and J. H. Cook, D. C. Cook, and O. K. Cook, acting  
through their attorney, Walter Mann, the turns on the high water shall  
cease with the turn of Joseph R. Weston as set forth in subparagraph  
e. above.

(g) If the water is not placed on time until June second,  
as provided for in the stipulation mentioned in subparagraph f. hereof,  
then the turns provided for in subparagraphs a to e hereof, inclusive,  
shall repeat.

(h) If both parties should, because of an early season, desire to use water prior to May fourth of any year, then within the limits of water awarded to these parties, the use will be divided by advancing the turns in fourteen day periods, so that nine days prior to May fourth would go to Weston, and the five days prior thereto would go to the others in the order set forth above.

4. Harold Johnson withdraws his protest to the proposed decree, which protest has heretofore been filed, and the answer of Joseph R. Weston is likewise hereby withdrawn.

THE COURT: By what authority?

MR. CLYDE: By authority of their attorneys.

MR. THATCHER: So agreed.

MR. CLYDE: Five. It is agreed that in the event Harold Johnson, the Elsworth Johnson Estate, Ole Mattson estate, or Stanley Mattson are unable to use the water provided for above during their turns or parts thereof because it is in excess of the amount they desire to apply to their lands or to the lands which they can reach through existing ditches, then it is agreed that they will permit Joseph R. Weston to use the same, and that is stipulated to by me on behalf of Joseph R. Weston, and by Mr. Thatcher on behalf of Harold Johnson, the Ole Mattson estate, Stanley Mattson, and the Elsworth Johnson estate.

MR. THATCHER: So stipulated.

STIPULATION

In the matter of the proposed determination of water rights in Bear River, Rich County Drainage Area, in regards to Tufts Creek, Jebo Creek and the Meadowville Ditch.

Come now Joseph R. Weston by his attorney Edward W. Clyde, Harold Johnson as the administrator of the Elsworth Johnson estate and Harold Johnson and the Estate of Ole Mattson and Stanley Mattson, by and through their attorney Paul Thatcher and Joseph N. Cook, Del C. Cook and O. K. Cook by and through their attorney Walter G. Mann and stipulate and agree as follows:

That the time allotment in and to the above ditches shall be governed by the following rules:

- a. All streams shall go on time simultaneously each year.
- b. In a normal year the time shall be June 1st midnight as more particularly set out in the schedule of use attached hereto and made a part hereof.
- c. On a dry year the time shall be May 18th midnight and to follow the same schedule as to use.
- d. A normal year as used herein shall be a year in which the combined flows of Jebo and Tufts Creek cannot be carried in the Tufts Creek original ditch (the capacity of which shall be determined in a manner as hereinafter set forth at 8 a.m. on May 18th of each year. A dry year as used herein shall be a year in which the combined flows of Jebo and Tufts Creek can be carried in the Tufts Creek original ditch, at 8 a.m. on May 18th of each year.
- e. That the right to use of the water from all three ditches shall be determined, after time allotment begins, by the schedule of use attached hereto and made a part hereof.
- f. Wherever the names of J. N., Del C. and O. K. Cook appears in the scedule of water rights are owned  $\frac{1}{2}$  by J. N. Cook and each an undivided  $\frac{1}{4}$  interest each by the other two parties.
- g. That the Tufts Creek original ditch shall be measured by the State Engineer during the month of May, 1952, after notice given by him to all of the parties interested and after it has received a moderate cleaning, all parties not satisfied to have the right to employ their own engineer to check said results. The amounts so agreed upon and determined shall be the carrying capacity of said ditch. If said engineers do not agree in their findings that said matter shall thereupon be submitted to the court for final determination.
- h. That the Meadowville ditch shall be measured at the same time and in the same manner as provided for Tufts Creek in paragraph g above to determine its carrying capacity.

Dated at Randolph, Utah, this 12th day of March, A. D. 1952.

/s/ Edward W. Clyde  
/s/ Paul Thatcher  
/s/ Walter G. Mann